

UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WISCONSIN

MADISON BOARDWALK, LLC,

Plaintiff

v.

13-CV-288

OMEGA COMMERCIAL FINANCE CORP.,
JON S. CUMMINGS, IV and
VON C. CUMMINGS

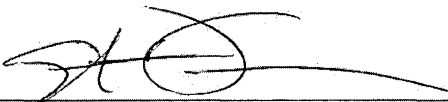
Defendants.

STIPULATION AND ORDER FOR DISMISSAL

NOW COMES Madison Boardwalk, LLC ("Madison Boardwalk") and Omega Commercial Finance Corp. ("Omega"), by their respective attorneys of record, and Von Cummings ("Von Cummings"), Pro Se, and stipulate to the following:

1. Madison Boardwalk, Omega and Von Cummings have reached a settlement in the above-caption matter, and have executed a Confidential Release and Settlement Agreement on September 26, 2014 (the "Settlement Agreement"); and
2. This case should be dismissed without prejudice and without costs to any party, with the Court retaining jurisdiction for the sole purpose of potentially entering a judgment for the Unpaid Settlement Amount, as defined by the Settlement Agreement, upon motion by the Plaintiff in accordance with the terms of the Settlement Agreement.

Dated: September 26, 2014



Gerbers Law, S.C.
By: Stephen Ferris
Counsel for Madison Boardwalk, LLC

Dated: September 26, 2014



Godfrey & Kahn, S.C.

By: James Friedman

Counsel for Omega Commercial Finance Corp.

Dated: September 26, 2014

John Hess, P.A.

By: John Hess

Counsel for Omega Commercial Finance Corp.

Dated: September 26, 2014

Von C. Cummings, Pro Se

ORDER

Upon the foregoing Stipulation in the above-referenced matter, the record and proceedings herein, and the Court being fully advised by the parties:

IT IS HEREBY ORDERED that all claims asserted against Omega Commercial Finance Corp. and Von Cummings are dismissed without prejudice and without costs to either party, with that the court shall retain jurisdiction for the sole purpose of entering a judgment for the Unpaid Settlement Amount, as defined by the Settlement Agreement, upon motion by Madison Boardwalk in accordance with the terms of the Settlement Agreement.

Dated: September 26, 2014

BY THE COURT:

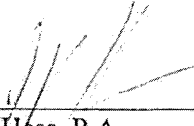


District Judge Barbara B. Crabb

Dated: September 26, 2014

Godfrey & Kahn, S.C.
By: James Friedman
Counsel for Omega Commercial Finance Corp.

Dated: September 26, 2014



John Hess, P.A.
By: John Hess
Counsel for Omega Commercial Finance Corp.

Dated: September 26, 2014

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Dated: _____

BY THE COURT:

District Judge Barbara B. Crabb

12232333.1


Dated: September 26, 2014

Godfrey & Kahn, S.C.
By: James Friedman
Counsel for Omega Commercial Finance Corp.

Dated: September 26, 2014

John Hess, P.A.
By: John Hess
Counsel for Omega Commercial Finance Corp.

Dated: September 26, 2014



Von C. Cummings, Pro Se

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